

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one between Jennia Bass a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Edwards of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred (\$100.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot no (19) nineteen on Delaware Street in the said City of Lawrence, and also all that tract or parcel of land lying east of and adjoining said lot no (19) nineteen, and described as follows to-wit commencing at a point One hundred seventeen (17) feet East of Southwest Corner of said lot no nineteen (19) thence North (50) fifty ft. West (50) eighty one ft South (50) fifty feet East (50) eighty one feet to place of beginning

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree, at the delivery hereof she is the lawful owner— of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage to Otto Menger, dated March 25<sup>th</sup> 1887.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars (\$100.00) according to the terms of one certain promissory note this day executed and delivered by the said Jennia Bass to the said party of the second part: Payable in two (2) years with interest from date at 10 per cent per annum interest payable semi annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Jennia Bass (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 2<sup>nd</sup> day of June, A. D. 1891, before me John W. Looke, a Notary Public in and for said County and State, came Jennia Bass a widow to me personally known to be the same person— who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Apr. 25<sup>th</sup> 1895 John W. Looke Notary Public.  
Recorded July 1<sup>st</sup> A. D. 1891, at 9<sup>00</sup> o'clock A. M. Douglas Co.

James Brooks Register of Deeds

The following is endorsed on the original instrument

In consideration of full payment of the within mortgage

I hereby release the same this

7<sup>th</sup> day of June 1891

Henry Edwards

Recorded February 7<sup>th</sup> 1892

Jennia Bass a widow

Henry Edwards